

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

PHILLIP BELL JR.; LORNA BARNES; and
ANTHONY BARNES,
Plaintiff,
v.
SADDLEBACK VALLEY UNIFIED SCHOOL
DISTRICT; KLUTCH SPORTS;
NEXT LEVEL SPORTS & ACADEMICS; and
ISAHIA SANDOVAL; EDWARD WONG
TRICIA OSBORNE, CHAD JOHNSON;
STEVE BRISCOE, AND DOES 1-20 in their
individual and official capacities,
Defendants.
Case No.: 4:24-CV-05545-JST
PLAINTIFFS' RESPONSE TO DEFENDANT
CIF'S MOTION TO DISMISS PLAINTIFFS'
FIRST AMENDED COMPLAINT
PURSUANT TO FEDERAL RULES OF
CIVIL PROCEDURE, RULE 12(B)(6)
Hon. Judge Jon S. Tigar

I. INTRODUCTION

Plaintiffs PHILLIP BELL, JR., LORNA BARNES, and ANTHONY BARNES (“Plaintiffs”) submit this Opposition to Defendant CALIFORNIA INTERSCHOLASTIC FEDERATION’s (“CIF”) Motion to Dismiss. Contrary to CIF’s arguments, this case is not merely about CIF’s enactment of rules regarding student-athlete eligibility, but rather CIF’s knowing failure to enforce its own rules as required under the law. Plaintiffs have sufficiently alleged facts demonstrating CIF’s awareness of and deliberate inaction regarding violations of its regulations, which contributed to the harm suffered by Plaintiffs. At this stage, the Court should deny CIF’s Motion to Dismiss in its entirety. However, should the Court find any deficiency in Plaintiffs’ First Amended Complaint (“FAC”), Plaintiffs respectfully request leave to amend.

1 II. STATEMENT OF RELEVANT FACTS**2 A. Procedural Background**

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4 Plaintiffs initiated this action on August 20, 2024, alleging seven causes of action: (1)
5 Violation of the Fourteenth Amendment – Interference with a Familial Relationship (42 U.S.C. §
6 1983); (2) Monell claim (42 U.S.C. § 1983); (3) Negligence; (4) Negligence – Respondeat
7 Superior; (5) Intentional Infliction of Emotional Distress – Respondeat Superior; (6) Negligent
8 Infliction of Emotional Distress; and (7) Intentional Infliction of Emotional Distress. Plaintiffs
9 initially filed their Complaint without naming CIF as a Defendant. However, as the case
10 progressed, Plaintiffs identified CIF's failure to enforce its own regulations as a critical factor
11 contributing to the harm alleged, leading to CIF's inclusion as a Defendant in the First Amended
12 Complaint. On January 6, 2025, this Court issued a Notice setting an Initial Case Management
13 Conference for March 25, 2025, at 2:00 p.m. before the Honorable Jon S. Tigar.
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16 B. Factual Background

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18 This case concerns CIF's failure to act despite being put on notice of multiple parties taking
19 advantage of a minor and illegally interfering with the familial relationship, resulting in lasting and
20 significant harm. CIF was informed that a high school teenager, PHILLIP BELL III ("PHILLIP III"), was
21 blocked from any contact with his family and controlled by adults who sought to exploit his athletic
22 abilities for their own benefit. CIF had knowledge that PHILLIP III's family was being wrongfully deprived
23 of crucial moments in his life, including his senior year of high school, college decision-making period,
24 and the time following his mother's passing when he most needed familial support.
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27 Despite CIF being notified that a custody agreement was being violated, a court decision
28 mandating a different course for the child's well-being was being ignored, court-ordered counseling was
not being provided, and a convicted felon without custody rights was knowingly and wrongfully treated

1 as the sole parental decision-maker, CIF failed to take any action. CIF did not investigate or inquire into
2 these clear violations of its own regulations. CIF was specifically made aware of misconduct involving
3 Brisco, Next Level, and Saddleback Valley School District and its agents, yet it failed to initiate any
4 investigation or enforcement of its own policies. CIF's deliberate inaction in the face of these clear
5 violations demonstrates its knowing failure to enforce its own regulations, furthering the harm inflicted
6 on PHILLIP III and his family.

7 PHILLIP III was enrolled as a senior at Mission Viejo High School (hereinafter referred to as
8 "MISSION") without the consent of FATHER and is residing at an address that has not been disclosed to
9 FATHER by MISSION. (FAC, at 11). SAMANTHA BARNES (hereinafter referred to as "SAMANTHA") is the
10 biological mother of PHILLIP III. (FAC, at 12). The maternal grandparents of PHILLIP III, Maria Lorna
11 Barnes and Anthony Barnes (hereinafter referred to as "GRANDPARENTS" OR "PLAINTIFFS" collectively),
12 helped raise PHILLIP III and have a custodial interest. (FAC, at 12,13). FATHER lived in Folsom,
13 California, and shared 50/50 custody with SAMANTHA, who lived in nearby Sacramento, California. (FAC,
14 at 26,27).

15 PHILLIP III lived in Sacramento with SAMANTHA and ISAIAH SANDOVAL (hereinafter referred to
16 as "SANDOVAL" individually or "DEFENDANTS" collectively). SANDOVAL is the former husband of
17 SAMANTHA BARNES. SANDOVAL has no legal custody right to PHILLIP III. (Exhibit A- Custody
18 Agreement). (FAC, at 18,25).

19 While in Sacramento, PHILLIP III's athletic talent began attracting attention from coaches and
20 scouts. (FAC, at 30). SANDOVAL, a convicted felon, degenerate gambler, drug user, and money-hungry
21 stepfather, brokered a deal through devised a scheme to capitalize on the talents of PHILLIP III. (Exhibit
22 B- Criminal Record). (FAC, at 31). SANDOVAL brokered a compensated deal with STEVE BRISCO
23 (hereinafter referred to as "BRISCO" individually or "DEFENDANTS" collectively), the owner and operator
24 of the nonprofit company, NEXT LEVEL. The deal was done under undue influence, and sent PHILLIP III
25 play football for Bishop Alemany in Southern California, which has a record of prior incidents involving
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1 unlawful sports recruitment practices, in direct violation of California Interscholastic Federation Rules.
2 (Exhibit C- Bishop Alemany Prior Records). (FAC, at 22,32,34,37).

3 PLAINTIFFS began to be concerned when PHILLIP III was moved to Los Angeles California, in
4 direct violation of the custody agreement. (FAC, at 35). After an unsuitable month at Bishop Alemany,
5 SANDOVAL and SAMANTHA moved again and enrolled PHILLIP III at MISSION without FATHER'S
6 knowledge or consent. (FAC, at 38). PHILLIP III reached out to FATHER in distress stating he did not
7 want to be in Los Angeles, and was upset by the domestic violence and drug use between SAMANTHA and
8 SANDOVAL. GRANDPARENTS also would visit SAMANTHA to find that there was no food in the home,
9 alcohol was easily accessible, and there was little to no furniture. (Exhibit D - Police Reports). (FAC, at
10 41,42,43,45).

11 PLAINTIFFS immediately filed a legal action in Superior Court of California, requesting that
12 PHILLIP III be returned to Sacramento to attend his old school, Catholic High School Christian Brothers, in
13 which the Judge ordered SAMANTHA and SANDOVAL to return PHILLIP III to FATHER in Sacramento
14 immediately after his first semester at MISSION. (Exhibit E, County of Sacramento Court Order). (FAC, at
15 48,50).

16 In his first semester at MISSION, PHILLIP III helped the football team capture a Division I-A State
17 Football Championship and in the state title game, PHILLIP III was recognized as the most valuable player.
18 (FAC, at 51). SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT (hereinafter referred to as "DISTRICT"
19 individually or "DEFENDANTS" collectively) is a public school district under the laws of California.
20 DISTRICT, SAMANTHA, and SANDOVAL were aware of the Court Order to have PHILLIP III return to
21 Christian Brothers, but ignored it. (FAC, at 14,52). SAMANTHA would then enter PHILLIP III into a
22 contractual relationship with KLUTCH, a Los Angeles-based sports agency. FATHER was not aware of
23 PHILLIP III's contractual relationship with KLUTCH nor did FATHER consent to it. (Exhibit F - KLUTCH
24 Contract). (FAC, at 55,57). Approximately nine months after the move to Los Angeles, SAMANTHA died
25 under suspicious circumstances. (FAC, at 59).

1 On or about June 25th, 2024 SAMANTHA and SANDOVAL were allegedly vacationing in Las Vegas,
 2 Nevada. SAMANTHA, a type 1 diabetic, was without her medicine and was supplied cocaine by
 3 SANDOVAL. SAMANTHA began vomiting to the point of becoming lethargic. (FAC, at 60,61,63).
 4 Instead of seeking medical assistance, SANDOVAL left SAMANTHA in their hotel room alone for hours and
 5 allegedly went out gambling with SAMANTHA's money. (FAC, at 64). After receiving a phone call that
 6 SAMANTHA was found dead, SANDOVAL left Las Vegas almost immediately, taking only SAMANTHA's
 7 bank cards, phone, purse, and thousands of dollars in casino chips, leaving all of her other belongings
 8 behind. (FAC, at 66). The next day SANDOVAL went shopping with SAMANTHA'S bank card spending
 9 nearly a thousand dollars on items at a Footlocker in Los Angeles. (Exhibit G- Bank Statements). (FAC, at
 10 67).

12 PHILLIP III called FATHER in tears over the news of his mother's death, and FATHER immediately
 13 flew to Los Angeles for his son. (FAC, at 68). PHILLIP III provided his FATHER his address but when
 14 FATHER arrived at the address SANDOVAL coerced PHILLIP III not to open the door. (FAC, at 69,70).
 15 After SAMANTHA's death, PHILLIP III was harbored without parental consent at another high school
 16 student's home that was organized with MISSION and DISTRICT. (FAC, at 72).

18 DISTRICT and MISSION immediately decided to re-enroll PHILLIP III in school for his senior year
 19 with SANDOVAL and BRISCO listed as his guardians, although they knew that it violated DISTRICT's policy
 20 because FATHER, the only parent with custody rights, lived over 400 miles away from the DISTRICT.
 21 (Exhibit H - SVUSD Residency Verification Form). (FAC, at 75). DISTRICT and MISSION publicly
 22 promoted a GoFundMe page started by SANDOVAL which stated that it would be used for SAMANTHA'S
 23 funeral expenses and children although they knew that he did not have custodial rights. (FAC, at 76).

25 KLUTCH also monetarily supported this GoFundMe, and SANDOVAL did not use any of the funds
 26 from the go fund me for SAMANTHA'S funeral, but demanded that GRANDPARENTS pay for all expenses.
 27 (Exhibit I- GoFundMe Screenshots); (Exhibit J- Funeral Text Messages). (FAC, at 77,78,79).

28 DISTRICT and MISSION also allowed PHILLIP III to participate in summer football practice
 without consent from FATHER. (FAC, at 82). After learning of this, on July 5, 2024, PLAINTIFF'S sent a

1 cease-and-desist letter to all DEFENDANTS asking them not to have contact with PHILLIP III and to notify
 2 them of PHILLIP III's whereabouts. (See Exhibit K- Cease and Desist Letter). (FAC, at 83,84). The
 3 cease-and-desist was ignored and violated by all DEFENDANTS in direct violation of California law, the
 4 court order, and CIF regulations. (Exhibit L- Football Screenshot). (FAC, at 85). BRISCO and NEXT LEVEL
 5 also intentionally interfered with the PLAINTIFFS custodial rights by fraudulently adding himself as an
 6 emergency contact on official school documentation, claiming to be PHILLIP III's uncle. (FAC, at 86).

7 EDWARD WONG (hereinafter referred to as "WONG" individually or "DEFENDANTS" collectively)
 8 was the Board President of DISTRICT at all relevant times. TRICIA OSBORNE (hereinafter referred to as
 9 "OSBORNE" individually or "DEFENDANTS" collectively) was an agent of DISTRICT and worked at
 10 MISSION as the school's principal. CHAD JOHNSON (hereinafter referred to as "JOHNSON" individually or
 11 "DEFENDANTS" collectively) was an agent of DISTRICT and worked at MISSION as the Head Football
 12 Coach. (FAC, at 19,20,21). MISSION, DISTRICT, OSBORNE, and JOHNSON were all aware of SAMANTHA's
 13 death, SANDOVAL's lack of custodial rights, BRISCO's fraudulent claim of relation to PHILLIP III, but still
 14 allowed PHILLIP III to enroll at MISSION for the 2024-2025 school year without parental consent.
 15 (Exhibit M- 2024-2025 MISSION Enrollment). (FAC, at 93). When PLAINTIFFS reached out with concern
 16 for their son and grandson, OSBORNE and JOHNSON disclosed that they were aware of PHILLIP III's
 17 location but refused to share it. (FAC, at 96). JOHNSON intentionally interfered with PLAINTIFFS' rights
 18 by making promises to PHILLIP III that he would be able to participate in football even if he did not have
 19 any consent from PLAINTIFFS. (FAC, at 98). DISTRICT, WONG, JOHNSON, and OSBORNE also took
 20 PHILLIP III and SANDOVAL 2,400 miles across state lines on a trip to Hawaii for a football game without
 21 PLAINTIFFS' consent. (Exhibit N- Hawaii Screenshot). (FAC, at 100). DEFENDANTS used the influence of
 22 trips, living in opportunities with millionaires, clothing, housing, fame, fortune, and other resources to
 23 manipulate a minor to not have contact with his whole family, so they could continue to profit from
 24 PHILLIP III's success in direct violation of CIF regulation, California law, and the United States
 25 Constitution and Common Law. (FAC, at 101,107). CIF was made aware of the relevant facts and chose
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1 not to take any action, failing to conduct even a minimal investigation into Brisco, Next Level, or the
 2 Saddleback Valley School District and its agents.

3 **ARGUMENT**

4 **A. STANDARDS ON A MOTION TO DISMISS**

5 A Motion to Dismiss should be denied if the subject complaint contains factual allegations
 6 adequate to give defendants fair notice of the pending claims and enables them to defend
 7 themselves if the complaint's allegations, taken as true, plausibly suggest entitlement to relief.

8 *Starr v. Baca*, 652 F.3d 1202, 1216-1217 (9th Cir. 2011), rehearing en banc denied, 659 F.3d 850 (9th
 9 Cir. 2011). When ruling on a dismissal motion, the Court must accept as true all factual
 10 allegations in the complaint. *Erickson v. Pardus*, 551 U.S. 89, 94 (2007). The Court must also draw
 11 inferences in favor of the plaintiff; the complaint should be construed favorably to the pleader.
 12 *Scheuer v. Rhodes*, 416 U.S. 232, 236 (1974); see also *Walleri v. Federal Home Loan Bank of Seattle*,
 13 83 F.3d 1575, 1580 (9th Cir. 1996). "To survive a motion to dismiss, a complaint must contain
 14 sufficient factual matter, accepted as true, to 'state a claim to relief that is plausible on its face.'"
 15 *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (citations omitted). "A claim has facial plausibility when
 16 the plaintiff pleads factual content that allows the court to draw the reasonable inference that
 17 the defendant is liable for the misconduct alleged." *Id.*, 556 U.S. at 677-78.

18 "A complaint should not be dismissed unless it appears beyond doubt that the plaintiff
 19 can prove no set of facts in support of the claim that would entitle the plaintiff to relief." *Sprewell*
 20 *v. Golden State Warriors*, 266 F.3d 979, 988 (9th Cir. 2001). Dismissal for failure to state a claim is
 21 proper "only if it is clear that no relief could be granted under any set of facts that could be
 22 provided consistent with the allegations." *Hishon v. King & Spalding*, 467 U.S. 69, 73 (1984).
 23 The issue is whether the plaintiff is entitled to offer evidence to support the claims, not whether
 24 based on a complaint's allegation they will prevail as a matter of law. *Scheuer*, *supra* 416 U.S. at

1 236 (no quotations added). Furthermore, the Ninth Circuit has “repeatedly held that a district
 2 court should grant leave to amend even if no request to amend the pleading was made, unless it
 3 determines that the pleading could not possibly be cured by the allegation of other facts.” *Lopez*
 4 *v. Smith*, 203 F.3d 1122, 1130 (9th Cir. 2000).

5 As applied to Monell, this jurisdiction has specifically held that at this stage of litigation
 6 (“Plaintiff's complaint may be dismissed only when defendant's plausible alternative explanation
 7 is so convincing that plaintiff's explanation is *implausible*”) (emphasis in original). Certainly,
 8 Plaintiff will need evidence to support its *Monell* claim at trial (and even to withstand a motion
 9 for summary judgment, if the Defendants files one). But the Defendants cannot avoid continuing
 10 the litigation at this stage merely by raising doubts about the persuasiveness of Plaintiff's
 11 eventual proof, so long as Plaintiff's allegations are plausible, which they are. *Martin v. City of*
 12 *Portland*, No. 3:19-cv-1647-SI, at *11-12 (D. Or. Jan. 21, 2020) At this stage of the litigation plaintiff
 13 does not need to set out “detailed factual allegations.” *BellAtl. Corp.*, [550 U.S. at 555](#).

19 IV. LEGAL ARGUMENT

20 **A. Plaintiffs' Complaint Sufficiently Allege That CIF Followed a Policy as Defined in Monell**
 21
 22 CIF argues that Plaintiffs' Complaint fails to sufficiently allege that CIF followed a policy, custom,
 23 or practice that satisfies the Monell standard. However, a properly pled Monell claim does not
 24 require exhaustive factual detail but must provide sufficient allegations to give the defendant fair
 25 notice of the claim and allow for meaningful discovery.

26
 27 Under *Monell v. Dep't of Soc. Servs.*, 436 U.S. 658, 694 (1978), a municipality or similar entity
 28 may be liable under 42 U.S.C. § 1983 when an official policy, custom, or practice is the moving

1 force behind a constitutional violation. A Monell claim can be established in three ways: (1) by
2 identifying an express policy that causes the constitutional deprivation, (2) by demonstrating a
3 widespread practice that amounts to a custom, or (3) by establishing that a person with final
4 policymaking authority caused the constitutional injury. See *City of Oklahoma City v. Tuttle*, 471
5 U.S. 808, 823-24 (1985); *Pembaur v. City of Cincinnati*, 475 U.S. 469, 480-81 (1986).

7 Here, Plaintiffs explicitly allege that CIF followed an "expressly adopted official policy to ignore
8 the CIF rules and 'put the child first.'" (ECF No. 27, § 172). This claim meets the pleading
9 standard outlined in *Ashcroft v. Iqbal*, 556 U.S. 662 (2009), and *Bell Atl. Corp. v. Twombly*, 550
10 U.S. 544 (2007). Unlike in *Brown v. County of Mariposa*, where the allegations were purely
11 conclusory, Plaintiffs provide factual support for their claims by referencing CIF's inaction
12 despite knowledge of a violation of its own rules. See *Brown v. County of Mariposa*, No.
13 1:18-cv-01541-LJO-SAB (E.D. Cal.).

15 Furthermore, courts have recognized that policies need not be formally written to constitute a
16 Monell claim. The Ninth Circuit has held that an unwritten policy or de facto practice can suffice
17 if it is "so permanent and well settled as to constitute a 'custom or usage' with the force of law."
18 *Trevino v. Gates*, 99 F.3d 911, 918 (9th Cir. 1996). Plaintiffs' allegations suggest a longstanding
19 practice by CIF of disregarding its own regulations when convenient, which is sufficient to
20 survive a motion to dismiss.

22 Plaintiffs have also alleged that Brisco, Next Level, and Saddleback, along with their agents,
23 violated CIF Bylaw 510, which states: "A. The use of undue influence by any person(s) to secure
24 or retain a student or their parent(s)/guardian(s)/caregiver as residents may cause the student
25 to be ineligible for high school athletics for a period of one (1) year and shall jeopardize the
26 standing of that high school in the CIF...." CIF's failure to investigate and enforce this bylaw
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1 further supports Plaintiffs' claim that its policy, custom, or practice resulted in a constitutional
2 deprivation. Specifically, CIF failed to implement and enforce its own policies by neglecting to
3 investigate the undue influence exerted by Brisco, Next Level, and Saddleback Valley School
4 District. Moreover, CIF allowed Saddleback Valley to implement its own policy of "putting the
5 child first," effectively bypassing CIF's own established regulations and procedures. This tacit
6 approval of Saddleback Valley's independent policy underscores CIF's failure to uphold its own
7 governance and enforce uniform standards, further substantiating Plaintiffs' Monell claim.
8

9

10 **B. Plaintiffs Have Sufficiently Alleged Causation Under Monell**

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12 CIF further contends that Plaintiffs fail to establish a causal link between CIF's policy and
13 the alleged constitutional deprivation. Under Monell, a plaintiff must demonstrate that the
14 defendant's policy or custom was the "moving force" behind the constitutional violation. Monell,
15 436 U.S. at 694; see also Galen v. County of Los Angeles, 477 F.3d 652, 667 (9th Cir. 2007).

16 Here, Plaintiffs sufficiently allege that CIF's express or de facto policy of ignoring its own
17 rules resulted in a deprivation of their constitutional rights. The failure to enforce CIF Bylaw 510
18 directly impacted Plaintiffs by allowing a transfer that allegedly interfered with their familial
19 relationship. Courts have held that policies leading to state actors facilitating or permitting
20 conduct that infringes on constitutional rights can meet the Monell causation requirement. See
21 Oviatt v. Pearce, 954 F.2d 1470, 1477 (9th Cir. 1992) (holding that inaction or failure to act in the
22 face of a known risk of constitutional deprivation can be sufficient for Monell liability).

23
24 Furthermore, Defendants' argument that CIF had no prior notice of a custody order
25 defining Student's parental rights is factually inaccurate because Plaintiffs Counsel provide CIF
26 with all of the relevant facts. However, even if it was accurate, its irrelevant at this stage because

1 the factual allegations must be accepted as true, and Plaintiffs' claim that CIF's failure to act on
2 information it received constituted a constitutional deprivation must be evaluated through
3 discovery.
4

5 Lastly, Defendants' assertion that CIF's inaction could not have caused any harm is
6 contradicted by precedent recognizing that deliberate indifference to an individual's rights can
7 constitute the moving force behind a constitutional violation. See Connick v. Thompson, 563 U.S.
8 51, 61 (2011); City of Canton v. Harris, 489 U.S. 378, 388 (1989). Plaintiffs' Complaint, therefore,
9 sufficiently alleges a Monell claim, and Defendants' motion to dismiss should be denied.
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12 **C. Plaintiffs' Complaint Fails to Plead Sufficient Facts to Support the Claim for
13 Failure to Train**

14 CIF contends that Plaintiffs have failed to allege facts sufficient to support a
15 failure-to-train claim. However, Plaintiffs have met the standard established in Connick v.
16 Thompson, 563 U.S. 51 (2011), and its progeny. To prevail on a failure-to-train claim, Plaintiffs
17 must show that CIF was deliberately indifferent to the need to train its employees and that the
18 lack of training actually caused the deprivation of constitutional rights. Flores v. County of L.A.,
19 758 F.3d 1154, 1159 (9th Cir. 2014).
20
21

22 Plaintiffs have alleged that CIF's existing training program was inadequate in relation to
23 the tasks its employees were required to perform, that CIF's failure to train amounted to
24 deliberate indifference to the rights of individuals like PHILLIP III and his family, and that this
25 inadequacy led to a constitutional deprivation. See Merritt v. County of Los Angeles, 875 F.2d
26 765, 770 (9th Cir. 1989).
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28

Further, under Connick, a pattern of similar constitutional violations by untrained employees is generally necessary to establish deliberate indifference. 563 U.S. at 62. Plaintiffs have alleged that CIF not only failed to train its employees to handle the usual and recurring situations they encountered but also failed to act despite clear notice of ongoing constitutional violations.

The FAC asserts that CIF officials, including James Perry and Mike West, were involved in decisions that directly contributed to the deprivation of Plaintiffs' rights. CIF's failure to train and oversee its employees enabled the violations to continue unchecked, making it complicit in the harm suffered by Plaintiffs.

D. PLAINTIFFS SEEK LEAVE TO AMEND IF NECESSARY

In the event that the Court finds any deficiencies in the FAC, Plaintiffs respectfully request leave to amend. Leave to amend should be freely given when justice so requires. Fed. R. Civ. P. 15(a)(2). Plaintiffs are prepared to clarify any allegations necessary to meet the Court's concerns.

V. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court deny CIF's Motion to Dismiss in its entirety. However, should the Court find any deficiency in the FAC, Plaintiffs seek leave to amend to address any such concerns.

Respectfully submitted,

/s/ Jamir Davis

1 Jamir Davis, Esq.
2 J. Davis Law Firm, PLLC
3 328 Scott Street
4 Covington, KY 41011
5 (859) 750-5033
jdavis@jdaviscounsel.com
www.jdaviscounsel.com

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PROOF OF SERVICE
Bell, et al. v. Saddleback Valley Unified School District, et al.
Case No. 4:24-CV-05545-JST

1 I am over the age of 18, and not a party to this action.
2 On February 28, 2025, I served the following document(s) in this matter:

3 **PLAINTIFFS' RESPONSE TO DEFENDANT CIF'S MOTION TO DISMISS PLAINTIFFS' FIRST
4 AMENDED COMPLAINT PURSUANT TO FEDERAL RULES OF CIVIL PROCEDURE, RULE
5 12(B)(6)**

6 A true and correct copy of the document(s) was served on all parties in this action, addressed as
7 indicated below, by the following means: Email

8 J. Scott Donald
9 Spinelli | Donald | Nott
10 300 University Avenue, Suite 100
11 Sacramento, CA 95825
12 Telephone: (916) 448-7888
13 Fax: (916) 448-6888

14 Kevin Calia
15 ILLOVSKY GATES & CALIA LLP
16 Kevin Calia (State Bar No. 227406)
17 Eva Schueller (State Bar No. 237886)
18 kevin@illovskygates.com
19 eschueller@illovskygates.com
20 1611 Telegraph Ave., Ste. 806
21 Oakland, CA 94612
22 Telephone: (415) 500-6640
23 *Attorneys for Defendants Steve Briscoe and*
24 *Next Level Sports & Academics Foundation*

25 Anthony N. DeMaria
26 DEMARIA LAW FRIM, A.P.C.
27 Anthony N. DeMaria (State Bar No. 177894)
28 ademaria@demarialawfirm.com
1684 W. Shaw Ave., Ste. 101
Fresno, CA 93711
Telephone: (559) 206-2410
Attorneys for Defendants Saddleback Valley
Unified School District, Edward Wong, Tricia
Osborne, and Chad Johnson

29 Bryan M. Sullivan
30 EARLY SULLIVAN WRIGHT GIZER & MCRAE LLP
31 Bryan M. Sullivan (State Bar No. 209743)
32 bsullivan@earlysullivan.com
6420 Wilshire Blvd., 17 th Floor
Los Angeles, CA 90048

1 Telephone: (323) 301-4660
2 *Attorneys for Klutch Sports Group, LLC*

3 /s/ London Burge
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